



5. That, upon information and belief, the Defendant, GEC, LLC (herein after “*Contractor*”) is a licensed Virgin Islands company that does general construction work in the United States Virgin Islands.

6. That Defendant the United States of America, is a body politic of the United States that has the power to sue and be sued.

7. The Defendant, United States of America, acts through its created agencies and acts on behalf of the government of the United States.

8. The department of defense, acting through the United States Army Corps of Engineers, (hereinafter “Corps”) is one (1) such entity.

9. That, following the hurricanes in September, 2017 on St. Thomas, Virgin Islands the Defendant, United States of America acting through the Corps, became involved in the restoration and construction of properties.

10. That, upon information and belief, Defendant United States of America, through the Corps, hired Defendant Contractor to implement its “Blue Roof Program” in the US Virgin Islands.

11. That, upon information and belief, the scope of the “Blue Roof Program” included, inter alia, the removal of hurricane damaged roofs of Virgin Islands homeowners and replacing same with temporary blue roofs.

12. That, in implementing the referenced roofing program, the employees of Defendant Contractor, on or about October 30, 2017 and October 31, 2017, entered upon Plaintiffs’ property at 23-5C Estate Contant, St. Thomas US Virgin Islands, without Plaintiffs’ consent and approval, and installed a blue tarpaulin on the galvanized roof of Plaintiffs’ property.

13. That, on or about November 13, 2017, the employees of Defendant Contractor, without Plaintiffs' consent or approval, entered upon Plaintiffs' property at 23-5C Estate Contant, St. Thomas US Virgin Islands and removed the blue tarpaulin which they had earlier installed on Plaintiffs' property on October 30, 2017 and October 31, 2017.

14. That Defendant Contractor's unlawful and negligent conduct alleged in paragraphs 12 and 13 of the within complaint resulted in substantial damage to the original roof and the galvanize on the roof of Plaintiffs' property. All to Plaintiffs damage.

15. That the Defendant GEC was negligent and that negligence is the proximate cause of the Plaintiff's damage.

16. That the damage to Plaintiffs' roof is approximately Forty Thousand Dollars (\$40,000.00).

## **COUNT II**

17. The Plaintiffs reallege each of the previously plead paragraphs as if specifically plead herein.

18. That, upon information and belief, Defendant United States of America through its agency, the Corps, is the creator of the referenced Blue Roof Program.

19. That, at all times relevant herein and upon information and belief, Defendant Contractor was an employee or an independent contractor hired by Defendant Corps to install blue tarpaulins on homeowners' properties in furtherance of the Blue Roof Program created by the Defendant Corps.

20. That Plaintiffs neither requested of Defendants nor needed Defendants to do any work on or to the roof of their property.

21. The Defendant contractor was negligent in that it entered upon Plaintiffs' property without consent and damaged the Plaintiffs' roof.

22. That Defendant Corps' negligence is evidenced as follows:

- (a) Defendant Corps was negligent in the selection and retention of Defendant Contractor as a participant in the Blue Roof Program, all to Plaintiffs' damage;
- (b) Defendant Corps was negligent in failing to exercise due care and attention in determining the suitability and competence of Defendant Contractor to provide the services required by the Blue Roof Program, all to Plaintiffs' damage.
- (c) The Defendant Corps failed to properly monitor the Defendant contractor to ensure that the contractor adequately followed directions and performed the work properly.
- (d) The Defendant Corps' negligence is premised upon the principle of respondeat superior.

23. That these negligent acts are a proximate cause of Plaintiffs' damage.

24. As a consequence the Defendant United States of America acting through the Army Corps Engineering is liable to the Plaintiffs

**WHEREFORE**, the Plaintiffs request judgment against the Defendants, jointly and severally:

- a) For appropriate damages to be proven at trial;
- b) For costs of the lawsuit; and
- c) For such other and further relief as this court deems just and proper.

Dated: December 21, 2018

Respectfully Submitted,  
**Law Offices of Clive Rivers**

/s/ Clive Rivers  
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## **VERIFICATION**

**TERRITORY OF THE VIRGIN ISLANDS            )**  
**DIVISION OF ST. THOMAS/ST. JOHN            )**       **ss.:**

**WE, JOHN BELLOT and DOROTHY BELLOT**, having been duly sworn and depose say that we are the Plaintiffs herein and that we have read the foregoing Complaint and to the best of our knowledge and believe that the contents therein are true.

/s/ John Bellot  
**JOHN BELLOT**

/s/ Dorothy Bellot  
**DOROTHY BELLOT**